

INTERNATIONAL TRIBUNAL FOR THE LAW OF THE SEA

YEAR 2004

18 December 2004

THE “JUNO TRADER” CASE

(SAINT VINCENT AND THE GRENADINES *v.* GUINEA-BISSAU)

APPLICATION FOR PROMPT RELEASE

JUDGMENT

Present: President NELSON; Vice-President VUKAS; Judges CAMINOS, MAROTTA RANGEL, YANKOV, YAMAMOTO, KOLODKIN, PARK, BAMELA ENGO, MENSAH, CHANDRASEKHARA RAO, AKL, ANDERSON, WOLFRUM, TREVES, MARSIT, NDIAYE, JESUS, XU, COT, LUCKY; Registrar GAUTIER.

THE TRIBUNAL

composed as above,

after deliberation,

delivers the following Judgment:

Introduction

1. On 18 November 2004, a letter dated 17 November 2004 from the Attorney-General of Saint Vincent and the Grenadines authorizing Ms Najla Dabinovic, Commissioner for Maritime Affairs of Saint Vincent and the Grenadines, to make an application under article 292 of the United Nations Convention on the Law of the Sea (hereinafter “the Convention”), on behalf of Saint Vincent and the Grenadines, and a letter dated 18 November 2004 from Ms Dabinovic authorizing Mr Werner Gerdts, Managing Director, Döhle Assekuranzkontor GmbH & Co KG, Hamburg, Germany, to act as Agent of Saint Vincent and the Grenadines, were transmitted by facsimile. On the same day, an Application on behalf of Saint Vincent and the Grenadines under article 292 of the Convention was filed by electronic mail with the Registry of the Tribunal against the Republic of Guinea-Bissau (hereinafter “Guinea-Bissau”) concerning the release of the *Juno Trader* and its crew.

...

31. In accordance with article 75, paragraph 2, of the Rules, the following final submissions were presented by the parties at the end of the hearing:

On behalf of Saint Vincent and the Grenadines,

[Translation from French]

Saint Vincent and the Grenadines requests that it may please the Tribunal to make the following orders and declarations:

- (a) a declaration that the International Tribunal for the Law of the Sea has jurisdiction, pursuant to article 292 of the United Nations Convention on the Law of the Sea of 1982 (hereinafter the “Convention”) to hear the Application.
- (b) a declaration that the Application is admissible.
- (c) a declaration that the Respondent has violated article 73, paragraph 2, of the Convention in that the conditions set by the Respondent for the release from detention of the vessel “Juno Trader” and the release of all the members of its crew are not authorized pursuant to article 73, paragraph 2, and are not reasonable in terms of article 73, paragraph 2.
- (d) an order requesting the Respondent to release the “Juno Trader” from detention and to release all the members of its crew without posting a bond or any other financial security and, in that event, requesting the Respondent to return the bond or security posted.
- (e) alternatively, an order requesting the Respondent to release the “Juno Trader” from detention and to release all the members of its crew as soon as the owner of the vessel posts a bond or other security in an amount determined to be reasonable by the Tribunal in view of the particular circumstances of the present case.
- (f) an order, in that last event, prescribing the form of the aforementioned bond or other security.
- (g) an order requesting the Respondent to rescind the confiscation of the cargo of fish found on board the vessel “Juno Trader”.

(h) an order requesting the Respondent to pay the Applicant's costs.

On behalf of Guinea-Bissau,

Guinea-Bissau requests the Tribunal:

1. To declare:

(a) that the Tribunal lacks jurisdiction under Article 292 of the United Nations Convention on the Law of the Sea to entertain the Application of St Vincent and the Grenadines in this case;

in the alternative,

(b) that the Application of St Vincent and the Grenadines in this case is inadmissible;

in the further alternative,

(c) that the Application of St Vincent and the Grenadines in this case is not well founded.

2. As a subsidiary submission, if the Tribunal decides that the *Juno Trader* and its cargo are to be released upon the deposit of a bond or other financial guarantee, to order:

(a) that the bond shall be no less than EUR 1,227,214.00 (one million two hundred and twenty seven thousand two hundred and fourteen Euros);

(b) that the bond shall be in the form of a bank guarantee from a bank present in Guinea-Bissau or having corresponding arrangements with bank in Guinea-Bissau;

(c) that the bank guarantee shall state that it is issued in consideration of Guinea-Bissau releasing the *Juno Trader* in relation to the incidents dealt with in Minute No. 14/CIFM/04 dated 19 October 2004, and that the issuer undertakes to pay on first demand to the State of Guinea-Bissau such sums as may be determined by a final judgment, award or decision of the competent authority of Guinea-Bissau.

3. To decide that St Vincent and the Grenadines shall pay the costs of Guinea-Bissau incurred in connection with these proceedings, less any amount of financial assistance that may be provided to Guinea-Bissau by the Law of the Sea Trust Fund in connection with the case.

32. On 8 December 2004, the Registrar sent a letter to the Agent of Guinea-Bissau requesting information on the legislation of Guinea-Bissau. On 10 December 2004, the Agent of Guinea-Bissau submitted the requested information, a copy of which was forwarded to the Applicant.

Factual background

33. The *Juno Trader* is a refrigerated cargo vessel (hereinafter "reefer vessel") flying the flag of Saint Vincent and the Grenadines. Its owner is Juno Reefers Limited, a company incorporated in the British Virgin Islands and a branch of the South African seafood company Irvin and Johnson Limited, based in Cape Town. The Master of the *Juno Trader* is Mr Nikolay Potarykin, a Russian national.

34. According to the Certificate of Registry, the *Juno Trader* was registered in Saint Vincent and the Grenadines on 14 February 1994, and is authorized to transport refrigerated dry products. The validity of the Certificate is permanent.

35. The Applicant states that, from 19 to 23 September 2004, the *Juno Trader* received a transshipment in Mauritanian waters of 1,183.8 tonnes of frozen fish in packages and 112 tonnes of fish meal, from its sister ship, *Juno Warrior*, a trawler operating under Mauritanian licence in the exclusive economic zone (hereinafter "EEZ") of Mauritania. The packages were each marked "JW N8607268", being the International Maritime

Organization Number of the *Juno Warrior*. Photographic evidence was submitted showing that the packages on board the *Juno Trader* in Bissau were all marked in that way. The transshipment was confirmed by the authorities of Mauritania by a certificate dated 9 November 2004. After completing the transshipment, the *Juno Trader* left Mauritanian waters bound for Ghana, where it was to discharge its cargo.

36. According to the Application, at approximately 1400 hours on 26 September 2004, the *Juno Trader* crossed into the EEZ of Guinea-Bissau at a distance of about 40 nautical miles from the coast. The logbook of the vessel showed that the voyage was “from Nouadhibou towards Takoradi” and that the average speed was approximately 10 knots.

37. At 1655 hours, according to the Application, the Master of the *Juno Trader* stated that a zodiac approached the *Juno Trader*. The persons on board the zodiac were gesturing with their hands and arms. Approximately five minutes later, it is alleged that shooting commenced from the direction of the zodiac and lasted approximately five to ten minutes. In response to the shooting, during which one crewman on board the *Juno Trader* was injured in the leg, the Master, fearing that the vessel was under pirate attack, ordered that distress signals be sent by the vessel’s Radio Operator. A hospital-ship, the *Esperanza del Mar*, which was sailing approximately seven miles from the *Juno Trader*, responded to the distress signals. A launch from the *Esperanza del Mar* arrived at approximately 1800 hours and the injured crew member was taken on board the *Esperanza del Mar*, where he received first aid treatment. The injured crew member remained on board the *Esperanza del Mar* and was evacuated to Las Palmas.

38. According to the Respondent, on 26 September 2004, Guinea-Bissau’s navy vessel *Cacine* was performing routine control and surveillance operations in the EEZ of Guinea-Bissau. On the afternoon of 26 September 2004, the inspectors of Guinea-Bissau observed a reefer vessel, whose presence in the EEZ of Guinea-Bissau was unknown and undeclared. According to the notice of serious fishing infraction (“auto de notícia de infracção de pesca grave”), “the vessel was discovered at 16:05, anchored parallel to [the fishing vessel] *Flipper* [1], which was fishing; the vessel weighed anchor when it spotted the inspection vessel and fled.” Given the *Juno Trader*’s reaction to the presence of a navy patrol vessel, the Respondent states that the *Cacine* sent out a zodiac to intercept the *Juno Trader*. The Respondent further asserts that the vessel repeatedly disobeyed the zodiac’s signals to cut its engines and permit the boarding of the inspection team.

39. At approximately 1800 hours, the *Juno Trader* was boarded by officers of the Fisheries Inspection Service of Guinea-Bissau. At the time of boarding, the *Juno Trader* was at the approximate position 11°29N, 17°13W, which is a point located within the limits of the EEZ of Guinea-Bissau. According to the notice of serious fishing infraction “there were threatening shots fired, but it was not easy, and after two hours and thirty minutes and intense intimidation, it was stopped and boarded”. Upon being boarded, the Master of the *Juno Trader* was invited to sign this notice. The notice recorded that the Master of the *Juno Trader* refused to sign it.

40. After being apprehended, the *Juno Trader* was conducted to the port of Bissau, Guinea-Bissau, where it arrived on 27 September 2004 at approximately 1600 hours. The Applicant alleges that, on the same date, the Master and the crew on board the *Juno Trader* were detained on board under the surveillance of armed personnel.

41. On 5 and 8 October 2004, an inspection team from the Centre for Applied Fisheries Research, formed at the request of the National Fisheries Inspection and Control Service (hereinafter “FISCAP”), inspected the cargo on board the *Juno Trader* and took random samples of fish from the packages found on board for analysis. The inspections were made with the authorization of the Master of the vessel. The report of the inspection and analysis concluded that “the species identified aboard the M/V *Juno Trader* are species that are found in [our] waters, except for the species *Brama brama* of the Bramiidae family, which is occasionally found.”

42. On 18 October 2004, the Fisheries Control Technical Committee of Guinea-Bissau (hereinafter “the Committee”) met to consider the notice of serious fishing infraction and the inspection reports concerning the arrest of the *Juno Trader*. The Committee found in Minute No. 12/CIFM/04 of 18 October 2004 (hereinafter “Minute No. 12”) as follows:

[Translation from Portuguese]

1. On 26 September 2004, inspectors from the Fisheries Inspection Service on board the vessel *Cacine* came across the vessel *Juno Trader* anchored in the fishing zone of Guinea-Bissau at the position of 11° 42' and 017° 09', alongside the vessel *Flipper 1*.
2. As the vessel *Juno Trader* noticed the approach of the inspection vessel, it weighed anchor and fled and was arrested at the position of 11° 29' and 017° 13', after 2 hours and 30 minutes of hot pursuit.
3. During the boarding, the captain of the vessel refused to present the logbook and the engine log, as requested by the inspectors, with a view to determining the reason for the vessel being stopped at the position where it had been found.
4. No documentary or other evidence was found concerning the destination of the vessel and the fishing products on board.
5. According to the report on the inspection of the catch found on board, prepared by the CIPA technicians at the request of FISCAP, the species identified (*sardinela, sareia, carapau, bonito, cavala and dentão*) are similar to those existing in our waters.

Having analysed and discussed all the points referred to above, the Committee proposes that:

1. The vessel *Juno Trader* be found to have violated the provisions of the fishing legislation of Guinea-Bissau, regarding operations related to fishing;
2. A fine in CFA francs corresponding to the amount of 175,398 (one hundred and seventy five thousand, three hundred and ninety-eight) euros be imposed on the vessel *Juno Trader*, on account of what is stated in the previous paragraph and in accordance with article 56 of the General Law on Fisheries;
3. A fine in CFA francs corresponding to the amount of 8,770 (eight thousand, seven hundred and seventy) euros be imposed, in accordance with article 58 of the General Law on Fisheries, on the captain of the vessel *Juno Trader* for lack of cooperation with the inspectors as evidenced by the flight of the vessel;
4. All the products on board the vessel (around 1,183.8 tonnes) be declared reverted to the State of Guinea-Bissau on suspicion of having been transhipped in the waters of Guinea-Bissau without due authorization.

43. On 19 October 2004, the Interministerial Maritime Control Commission (hereinafter "IMCC"), meeting to consider Minute No. 12, adopted the following decisions as contained in Minute No. 14/CIMF/04 of 19 October 2004 (hereinafter "Minute 14"):

[Translation from Portuguese]

1. To impose a fine of 175,398 (one hundred and seventy five thousand, three hundred and ninety eight) euros on the said vessel which was seized on the 26 September 2004 within the maritime waters of Guinea-Bissau for infractions to our fishing legislation;
2. To impose a fine of 8,770 (eight thousand, seven hundred and seventy) euros on the captain of the *Juno Trader* in accordance with Article 58 of the General Law on Fisheries for lack of cooperation with the inspectors as evidenced by the attempt of the vessel to flee;
3. To declare as reverted to the State of Guinea-Bissau all the catch found on board the arrested vessel, considering it to have been caught and transhipped in the maritime waters of Guinea-Bissau, without proper authorization;
4. To order that the total amount of the fine (184,168 euros) be deposited in the account no. 305.1000.5001.S00 of the Public Treasury of Guinea-Bissau at the main office of the BCEAO in Bissau, within fifteen (15) days counted from the notification of the present deliberation.

44. Article 56 of the Decree-Law No. 6-A/2000 concerning Fisheries Resources and Fishing Rights in the Maritime Waters of Guinea-Bissau (hereinafter "the Decree-Law") provides as follows:

[Translation from Portuguese]

ARTICLE 56
(Other infractions)

1. Infractions of the provisions of the present [Decree-Law] and its implementing regulations not expressly defined by this Decree-Law shall be punishable with a fine of up to twice the amount of the annual licence fee.
2. In setting the amount of the fine, all relevant circumstances shall be taken into account, namely the characteristics of the vessel, the author of the infraction and the type of fishing carried out.

45. Article 58 of the Decree-Law provides as follows:

[Translation from Portuguese]

ARTICLE 58

(Lack of cooperation with inspectors)

The captain or master of a fishing vessel who fails to cooperate during an inspection shall be punished with a fine of up to 10 per cent of the amount of the annual licence fee.

46. By letter dated 20 October 2004, the Coordinator of FISCAP notified Transmar Services Limited, the local representative of the shipowner, of the decision of the IMCC “for the purpose of the immediate and precise implementation of the decisions made therein.”

47. In a letter dated 18 October 2004 addressed to the IMCC, the local representative of the shipowner demanded to be informed of the reasons for the detention of the *Juno Trader*. Having been informed of Minute No. 14, the local representative, in letters dated 20 October, 27 October and 29 October 2004 addressed to the IMCC, affirmed that there was no illegality relating to the cargo on board the vessel, and, in the letter of 29 October 2004, requested the IMCC to reconsider its decision and to release the ship and the cargo “on the basis of a clarification of the facts”.

48. On 27 October 2004, the Coordinator of FISCAP notified Transmar Services Limited of the unloading of fish from the vessel, “in compliance with the decision of the IMCC concerning the confiscation of the fish on board”. The public sale of approximately 1,200 tonnes of fish from the *Juno Trader* was announced to take place on 29 October 2004. During the hearing on 7 December 2004, the Respondent stated that the fish had not yet been sold at public auction and remained on board the vessel.

49. By letter dated 1 November 2004, the local representative of the shipowner requested an extension of 15 days in which to pay the fine imposed on the vessel.

50. On 3 November 2004, the fine of 8,770 euros that was imposed on the Master of the *Juno Trader* was paid by the shipowner “without any admission of liability on the part of the Master”.

51. The Shipowners Protection Limited, acting as the P&I Club of the owners of the *Juno Trader*, in a letter dated 10 November 2004, undertook to pay the Government of Guinea-Bissau, on demand, “any sum not exceeding €50,000 (fifty thousand Euros)” in return for the release from arrest or detention of the *Juno Trader* and its crew. On 18 November 2004, a security in the amount of 50,000 euros was posted, in the name of the shipowner, with the competent authorities of Guinea-Bissau.

52. On 23 November 2004, the Regional Court of Bissau, upon application by the shipowner, adopted the following decision:

[Translation from Portuguese]

Decision

- (a) For the above-mentioned reasons, I find the present procedure well-founded and consequently I order the immediate suspension of the execution of Minute No. 14/CIFM/04 of the Inter-Ministerial Commission on Maritime Inspections (defendant) of the Government of Guinea-Bissau, pending a definitive settlement of the present case, with all legal consequences, including:

1. The immediate cancellation or annulment of any procedure aimed at selling the fish and fishmeal which are found on board the vessel of the plaintiff, *Juno Trader*;
2. The immediate lifting of the prohibition imposed on the members of the crew of the said vessel from leaving the Port of Bissau, and the immediate return of their passports;
3. The immediate suspension of the payment of the fine imposed on the captain of the said vessel and the non-invocation of the bank guarantee posted to that effect, pending the definitive settlement of the said case.

53. FISCAP, in a letter dated 3 December 2004 addressed to Transmar Services, stated that “pursuant to paragraph 3 of article 60 of Decree-Law No. 6-A/2000 of 22 August, ownership of the ship JUNO TRADER reverted to the State of Guinea-Bissau with effect from 5 November 2004 for failure to pay the fine imposed by the decision of the Interministerial Fisheries Control Committee of 19 October 2004.”

54. Article 60 of the Decree-Law provides as follows:

[Translation from Portuguese]

ARTICLE 60
(Period for payment of fines)

1. Fines for infractions of the present [Decree-Law] shall be paid within 15 days from the date upon which no further appeal can be made against the sentence or from the date of its application by the Interministerial Fisheries Commission, as the case may be.
2. The period referred to in the preceding paragraph may be extended for the same period at the request of the shipowner or his representative.
3. In the event of non-payment of all or part of the fine within the period of extension referred to in the preceding paragraph, any assets which may have been apprehended shall revert to the State.

...

[The Tribunal finds that it has jurisdiction, and that the application is admissible – Megan Donaldson]

...

Non-compliance with article 73, paragraph 2, of the Convention

71. The Applicant requests the Tribunal to declare that the Respondent has violated article 73, paragraph 2, of the Convention in that “the conditions set by the Respondent for the release from detention of the vessel „*Juno Trader*“ and the release of all the members of its crew are not authorized pursuant to article 73, paragraph 2, and are not reasonable in terms of article 73, paragraph 2”.

72. Article 73, paragraph 2, reads as follows:

Arrested vessels and their crews shall be promptly released upon the posting of reasonable bond or other security.

73. The Applicant, in its Application, alleged that a bond “in the amount of 50,000 euros, was posted, in the name of the shipowner, with the competent authorities of Guinea-Bissau” and that “[to] date, neither the release of the detained vessel nor of its crew has been obtained”.

74. The Respondent contends that the vessel cannot be considered as “detained” for the purposes of article 292 of the Convention since the ownership of the vessel has reverted to the State of Guinea-Bissau. The Respondent further challenges the Applicant’s allegation of non-compliance with the provision of article 73,

paragraph 2, contending that the bond offered in the amount of 50,000 euros was not enough and “does not meet the requirements of the internal law of Guinea-Bissau nor of the Law of the Sea Convention.”

75. The Tribunal notes that a bond for the release of the vessel and its crew was not requested by the detaining State and that the detaining State did not react to the posting of the bond referred to in paragraph 51 on behalf of the shipowner and failed to inform the shipowner that the bond, in its opinion, was not reasonable. The Tribunal further notes that the vessel is still detained in the port of Bissau and that the Applicant has not withdrawn its request concerning the release of the crew.

76. In the present case it is not contested that the notification to the flag State, as provided for in article 73, paragraph 4, had not been made. The connection between this paragraph and paragraph 2 of the same article has been noted by the Tribunal in the “*Camouco*” Case. The Tribunal stated:

[T]here is a connection between paragraphs 2 and 4 of article 73, since absence of prompt notification may have a bearing on the ability of the flag State to invoke article 73, paragraph 2, and article 292 in a timely and efficient manner.
(*ITLOS Reports 2000*, pp. 29-30, para. 59).

77. The Tribunal considers that article 73, paragraph 2, must be read in the context of article 73 as a whole. The obligation of prompt release of vessels and crews includes elementary considerations of humanity and due process of law. The requirement that the bond or other financial security must be reasonable indicates that a concern for fairness is one of the purposes of this provision.

78. The parties are in disagreement whether the crew of the *Juno Trader* is being detained. According to the Applicant, while some passports have been returned, as of 7 December 2004 the passports of six crew members have not been returned. The Respondent contended that Guinea-Bissau did not detain any crew members of the *Juno Trader* and returned passports on request. In a letter dated 15 December 2004, received during the Tribunal’s deliberations, the Respondent informed the Tribunal that “the Guinea-Bissau authorities (FISCAP) have already delivered the remaining passports and all members of the crew can freely leave Guinea-Bissau”. The letter added that “the remaining passports have already been delivered without any formal conditions (such as posting of a bond) and are free to leave Guinea Bissau”. On 16 December 2004, the Applicant, whilst confirming the information regarding delivery of passports, did not withdraw its request for an order from the Tribunal concerning the release of the members of the crew.

79. In this respect, the Tribunal notes that the members of the crew are still in Guinea-Bissau and subject to its jurisdiction. The Tribunal places on record the undertaking given by the Respondent in its letter dated 15 December 2004 and declares that all members of the crew should be free to leave Guinea-Bissau without any conditions.

80. For these reasons, the Tribunal finds that the Respondent has not complied with article 73, paragraph 2, of the Convention, that the Application is well-founded, and that, consequently, Guinea-Bissau must release promptly the *Juno Trader* including its cargo and its crew, in accordance with paragraph 104.

...

Operative provisions

104. For these reasons,

THE TRIBUNAL,

(1) Unanimously,

Finds that the Tribunal has jurisdiction under article 292 of the Convention to entertain the Application submitted on behalf of Saint Vincent and the Grenadines on 18 November 2004.

(2) Unanimously,

Finds that the Application with respect to the allegation of non-compliance with article 73, paragraph 2, of the Convention is admissible.

(3) Unanimously,

Finds that the allegation made by the Applicant that the Respondent has not complied with the provisions of article 73, paragraph 2, of the Convention for the prompt release of the *Juno Trader* and its crew upon the posting of a reasonable bond or other financial security is well-founded.

(4) Unanimously,

Decides that Guinea-Bissau shall promptly release the *Juno Trader*, together with its cargo, upon the posting of a bond or other security to be determined by the Tribunal, and that the crew shall be free to leave Guinea-Bissau without any conditions.

(5) Unanimously,

Determines that the bond or other security shall be (a) 8,770 euros already paid to Guinea-Bissau and (b) 300,000 euros to be posted with Guinea-Bissau; and that, in consequence, the letter of guarantee referred to in paragraph 51 shall be returned to the Applicant.

(6) Unanimously,

Determines that the bond of 300,000 euros shall be in the form of a bank guarantee from a bank present in Guinea-Bissau or having corresponding arrangements with such a bank or, if agreed by the parties, in any other form.

(7) Unanimously,

Decides that each party shall bear its own costs.

Done in English and in French, both texts being authoritative, in the Free and Hanseatic City of Hamburg, this eighteenth day of December, two thousand and four, in three copies, one of which will be placed in the archives of the Tribunal and the others transmitted to the Government of Saint Vincent and the Grenadines and the Government of Guinea-Bissau, respectively.

(Signed) L. Dolliver M. NELSON,
President.

(Signed) Philippe GAUTIER,
Registrar.

Judge KOLODKIN, availing himself of the right conferred on him by article 125, paragraph 2, of the Rules of the Tribunal, appends his declaration to the Judgment of the Tribunal.

(Initialed) A.K.

Judges KOLODKIN, ANDERSON and COT, availing themselves of the right conferred on them by article 125, paragraph 2, of the Rules of the Tribunal, append their joint declaration to the Judgment of the Tribunal.

(Initialed) A.K.

(Initialed) D.H.A.

(Initialed) J.-P.C.

Judge PARK, availing himself of the right conferred on him by article 30, paragraph 3, of the Statute of the Tribunal, appends his separate opinion to the Judgment of the Tribunal.

(Initialed) C.-H.P.

Judges MENSAH and WOLFRUM, availing themselves of the right conferred on them by article 30, paragraph 3, of the Statute of the Tribunal, append their joint separate opinion to the Judgment of the Tribunal.

(Initialed) T.A.M.

(Initialed) R.W.

Judge CHANDRASEKHARA RAO, availing himself of the right conferred on him by article 30, paragraph 3, of the Statute of the Tribunal, appends his separate opinion to the Judgment of the Tribunal.

(Initialed) P.C.R.

Judge TREVES, availing himself of the right conferred on him by article 30, paragraph 3, of the Statute of the Tribunal, appends his separate opinion to the Judgment of the Tribunal.

(Initialed) T.T.

Judge NDIAYE, availing himself of the right conferred on him by article 30, paragraph 3, of the Statute of the Tribunal, appends his separate opinion to the Judgment of the Tribunal.

(Initialed) T.M.N.

Judge LUCKY, availing himself of the right conferred on him by article 30, paragraph 3, of the Statute of the Tribunal, appends his separate opinion to the Judgment of the Tribunal.

(Initialed) A.L.